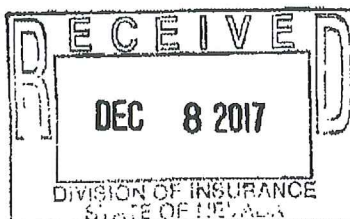


# Exhibit B



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Jacqueline Bryant  
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Transaction # 6340240 : pmsewell

\$1425  
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IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

ROBERT ROWEN,

Plaintiff,

v.

Case No. CV17-01886

STATE FARM MUTUAL AUTOMOBILE  
INSURANCE COMPANY, a foreign  
corporation; ABC CORPORATIONS I-X,  
inclusive; BLACK & WHITE COMPANIES  
I-X, inclusive; JOHN DOES I-X, inclusive,

Dept. No. 1

Defendants.

### COMPLAINT

Plaintiff, GRADY PIERCE, by and through his counsel of record, William C. Jeanney, Esq.  
of the law firm of Bradley, Drendel and Jeanney, and for a cause of action against the Defendants,  
each of them, hereby alleges and complains as follows:

### PARTIES & JURISDICTION

1. At all times material hereto, Plaintiff, GRADY PIERCE, was and is a resident of  
Lander County, Nevada.

2. At all times material hereto, Defendant STATE FARM MUTUAL AUTOMOBILE  
INSURANCE COMPANY, (hereinafter referred to as "STATE FARM") was a Corporation  
authorized to do business in the State of Nevada.

3. Pursuant to NRCP 10(a) and *Nurenberger Hercules-Werke GMBH, vs. Virostek*, 107  
Nev. 873, 822 P.2d 1100 (1991), the identity of Defendants designated as DOES I through X,  
inclusive; ABC CORPORATIONS I through X, inclusive; and BLACK AND WHITE

-1-

Our File No. 203212

1 COMPANIES I through X, inclusive are unknown at the present time; however, it is alleged and  
2 believed these Defendants were involved in the initiation, approval, support or execution of the  
3 wrongful acts upon which this litigation is premised, and that said fictitiously designated Defendants  
4 are jointly and severally liable for the damages sustained by Plaintiff as alleged herein. When  
5 Plaintiff becomes aware of the true names of said Defendants, he will seek leave to amend this  
6 Complaint in order to state the true names in the place and stead of such fictitious names.

7 4. Plaintiff does not know the true names and capacities, whether corporate or otherwise,  
8 of these Defendants sued herein as DOES I through X, inclusive; ABC CORPORATIONS I through  
9 X, inclusive; and BLACK AND WHITE COMPANIES I through X, inclusive and Plaintiff prays  
10 leave that when the true names of said Defendants are ascertained, he may insert the same at the  
11 appropriate allegations. Plaintiff is informed and believes, and upon such information and belief,  
12 alleges that each of the Defendants designated herein by such fictitious names are negligently  
13 responsible in some manner for the events and happenings herein referred to and negligently caused  
14 the injuries to Plaintiff. Plaintiff further alleges that each Defendant designated herein by such  
15 fictitious names are and at all times relevant hereto were, agents of each other and have ratified the  
16 acts of each other Defendant and acted within the course and scope of such agency and have the right  
17 to control the actions of the remaining Defendants.

18 5. At all times herein mentioned, Defendants, and each of them, were the apparent  
19 ostensible principals, principals, apparent ostensible agents, agents, apparent ostensible servants,  
20 servants, apparent ostensible employees, employees, apparent ostensible assistants, assistants,  
21 apparent ostensible consultants and consultants of their Co-Defendants, and were as such acting  
22 within the course, scope and authority of said agency and employment, and that each and every act  
23 of such Defendants, as aforesaid, when acting as a principal, agent, employee, assistant or consultant,  
24 were responsible in some manner for the events and happenings herein referred to.

25 **FACTS**

26 6. Plaintiff realleges Paragraphs 1 through 5 of this Complaint and incorporates the same  
27 herein as though set forth at length.

28 7. On or about December 10, 2013 Plaintiff ROBERT ROWEN was involved in a motor



1 vehicle accident.

2 8. Plaintiff ROBERT ROWEN sustained bodily injuries and incurred hospital and  
3 medical expenses as a consequence of said motor vehicle accident.

4 9. Plaintiff ROBERT ROWEN had previously secured and maintained an automobile  
5 insurance policy with Defendant STATE FARM.

6 10. The aforementioned policy provided coverage to ROBERT ROWEN for  
7 Underinsured Motorist coverage for physical injuries suffered and sustained as a result of an  
8 automobile accident.

9 11. Plaintiff ROBERT ROWEN timely notified Defendant STATE FARM of the  
10 accident.

11 12. Plaintiff ROBERT ROWEN timely filed a claim with Defendants for injuries  
12 resulting from the accident in question.

13 13. The medical documentation provided to Defendant STATE FARM reasonably  
14 established that the treatment ROBERT ROWEN received was due to the December 10, 2013  
15 accident.

16 14. Plaintiff ROBERT ROWEN, has made repeated demands for the payment of any and  
17 all benefits due under the Underinsured Motorist provision provided in his policy of insurance with  
18 STATE FARM.

19 15. Plaintiff paid all premiums due under said policy, all proofs of loss were submitted  
20 under said policy, and Plaintiff has performed all conditions required by the policy to be performed.  
21 Defendant breached the policy of insurance by failing to promptly investigate, evaluate and pay any  
22 and all undisputed amounts, and pay any amounts due and owing under the contract of insurance to  
23 Plaintiff.

24 **FIRST CAUSE OF ACTION**

25 **(Breach of Contract)**

26 16. Plaintiff realleges Paragraphs 1 through 15 of this Complaint and incorporates the  
27 same herein as though set forth at length.

28 17. An insurance contract existed between Plaintiff and Defendant STATE FARM.

1 18. Defendant STATE FARM has breached the contract by delaying payment and/or  
2 denying Plaintiff's claims.

3 19. As a direct and proximate result, Plaintiff has sustained and suffered the  
4 aforementioned damages including unpaid insurance benefits, attorneys fees, costs and interest.

5 20. As a further and direct result of Defendant's breach of contract, Plaintiff has suffered  
6 mental and emotional distress, aggravation and worry, all to his general damages in excess of  
7 \$15,000.00.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff prays judgment against the Defendants, each of them, as follows:

10 1. For leave to amend the Complaint upon discovery of the true names and identities of  
11 each Doe defendant;

12 2. For general damages against Defendant STATE FARM in an amount in excess of  
13 \$15,000.00;

14 3. For pre-judgment and post-judgment interest as allowed by law; and

15 4. For an award of attorney's fees and costs of suit incurred; and

16 5. For such other and further relief, at law or in equity, as this Court may deem equitable  
17 and just.

18 **AFFIRMATION Pursuant to NRS 239B.030**

19 The undersigned does hereby affirm that the preceding document does not contain the social  
20 security number of any person.

21 Dated this 16th day of October 2017.

22 BRADLEY, DRENDEL & JEANNEY

23  
24   
25 William C. Jeanney, Esq.  
26 Attorney for Plaintiff  
27  
28